



Invitation for Bid

**Term Sale
Sealed Bid**

**Sale Number
33-3003**

Hazardous Material/ Chemical Products

Bid Opening Date and Time

DECEMBER 13, 2012; 9:00 AM EST

Inspection Period Begins
NOVEMBER 30, 2012

No bid deposit required.
Articles B15 & B17 address
payment requirements.

Department of Defense
DLA Disposition Services
National Sales Office

Invitation For Bid
Sale Number
33-3003

Bid Opening Date
DECEMBER 13, 2012; 9:00 AM EST

Bids will be accepted until opening date and time set for Bid opening.
Bids and all required documentation received after the bid opening date
may be determined late and not considered.

The bid acceptance period must be at least 10 days from the bid opening
or the bid will be considered nonresponsive.

Mail bids to:

SCO, DLA Disposition Services
Bid Room, National Sales Office
74 Washington Ave. N
Battle Creek, MI 49037-3092

Fax bids to:

(269) 961-7568

Place bids electronically and view bid results at:
<http://www.dispositionservices.dla.mil>

Sales Contracting Officer (SCO) for this sale is:
Brett Johnson, (269) 961-5530

Office Hours: 7:30a.m. to 3:30p.m. EST/EDST
Monday - Friday

High Bid information will not be provided before award.
For High Bid information after award, confirm credit of payment, or
comments/recommendations, Please call 1-877-352-2255

Unofficial abstracts are available for download/viewing at the DLA Disposition Services Web site:
www.dispositionservices.dla.mil

Payments

All payments must be made in guaranteed instrument payable in
U.S. dollars to the Treasurer of the United States.

For additional information refer to the payment article in the Conditions of Sale in this catalog.

Credit cards accepted: VISA, Discover, MasterCard and American Express

For European sales assistance call +49(0)611-380-7908.

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Property Location Index

MCB PENDLETON BLDG 2241 MARINE COPRS BASE OCEANSIDE, CA 92051-1608

ITEM 1

Item Description Index

Description	Item Number
Batteries, Lead Acid, Scrap:	1

Contract Periods

ITEMS(S)	CONTRACT PERIODS
1	01 JAN 2013 - 31 DEC 2015

It has been determined that this property is no longer needed by the Federal Government.

List of Sale Items

**ITEM 1 IS LOCATED AT MCB PENDLETON BLDG 2241
MARINE COPRS BASE OCEANSIDE, CA 92051-1608**

1. Batteries, Lead Acid, Scrap:

Various sizes and manufactures, including vehicular, material handling equipment, and ground maintenance types, drained and undrained, milk-run with multiple pick up points throughout MCB Pendleton, battery pick up will be required once a month or every other month as needed. purchaser will be required to load, Some government sites do not have forklifts, batteries are not always prepared for shipment, aircraft batteries are NOT included.

DEMIL CODE A

CONTACT: OLIVIA SMITH PHONE: 760-763-7642

Outside -Multiple pick up locations

Batteries are strapped and loose on pallets, Pallets are included in the sale but not in the total weight.

Used -

DOT HAZ CLASS: 8

ESTIMATED ANNUAL
GENERATION
100000 POUND

THE FOLLOWING ARTICLES APPLY:

PART 07-C: Transporting Hazardous Materials.
PART 07-E: Dangerous Property.
PART 07-R: Disposition and Use of Hazardous Property.
PART 07-S: Government's Right of Surveillance.
PART 07-T: Right of Refusal for Hazardous Property.
PART 07-U: Record Maintenance.
PART 07-Y: Government's Right to Make Contingent Awards.
B04: Bid and Advance Payment Evaluation.
B15: Pre-Payment and Payments on Term Contracts
B17: Bid and Pre-Payment Evaluation
LD: Hazardous Property.

RCRA NOTICE APPLIES: SEE ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS PAGE.

PRE-AWARD SURVEY APPLIES: SEE ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS PAGE.

STATEMENT OF INTENT APPLIES AND MUST BE COMPLETED AND SUBMITTED WITH BIDS FOR THIS ITEM.

CAUTION: MAINTENANCE FREE/NON MAINTENANCE FREE BATTERIES: SEE ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS PAGE.

"Sale By Reference, July 2012"

Demilitarization Codes/Requirements

A DEMIL customer service helpline at 1-877-352-2255 (U.S.) is available 8:00-5:00 EST/EDST to address any demilitarization problems or concerns.

Code	Explanation
A	Non-United States Munitions List (USML)/non Commerce Control List (CCL) Item. No demilitarization required. No Trade Security Controls required. Department of Commerce may impose licensing requirement to certain destinations.
B	USML Items - Mutilation to the point of scrap required worldwide.
C	USML Items - DEMIL-required. Demilitarize installed key point(s) as DEMIL Code "D."
D	USML Items - DEMIL-required. Destroy item and components to prevent restoration or repair to a usable condition.
E	DoD Demilitarization Program Office (DDPO) reserves this code for their exclusive-use only. DEMIL instructions shall be furnished by the DDPO.
F	USML Items - DEMIL-required. Item Managers, Equipment Specialists or Product Specialists shall furnish Special DEMIL instructions.
G	USML Items - DEMIL-required. Ammunition and Explosives (AE). This code applies to both unclassified and classified AE items.
P	USML Items - DEMIL-required. Security Classified Items.
Q	CCL Items - Mutilation to the point of scrap required outside the United States. In the United States, mutilation requirement is determined by the DEMIL Integrity Code (IC). In the U.S., mutilation is required when the DEMIL IC is "3" (Critical FSC/FSG MLI or Sensitive CCLI. Requires mutilation worldwide). Trade Security Controls (TSC) required in the United States.

A copy of the Defense Demilitarization Manual, DOD 4160.28-M may be obtained upon request from DLA Logistics Information Service, ATTN: DLIS/FOI, 74 Washington Avenue N, Battle Creek, MI 49037-3084. Demil Integrity Codes are contained in the DoD 4100.39-M and this manual is also available at the same address.

Additional General Information and Instructions (DRMS Form 82-3 May 89 EF)

See DRMS pamphlet, *Sale by Reference*, July 2012, for General Information and Instructions 1 thru 17.

- 18. Submission of Bids.** Bids must be in the possession of the Sales Contracting Officer by the hour (exact time) specified for the bid opening. Bids must be submitted on the forms provided in this Invitation. Forms must be typewritten or prepared in ink or indelible pencil, and signed by the person submitting the bid. Envelopes containing the bids must be sealed and identified by the name and address of the bidder, the number of the sale, and the date and hour of the bid opening. (See following format.)

NAME			POSTAGE REQUIRED
ADDRESS			
CITY	ST	ZIP	
<p style="text-align: center;">SCO, DLA DISPOSITION SERVICES BID ROOM, NATIONAL SALES OFFICE 74 WASHINGTON AVE. N BATTLE CREEK, MI 49037-3092</p>			
<p>SALE NUMBER: 33-3003 BID OPENING DATE: DECEMBER 13, 2012; 9:00 AM EST BIDDER IDENTIFICATION NUMBER: 300-FILL-IN-YOUR-NUMBER</p>			

19. Bids may be submitted via:

- A. U.S. Mail—Users of the U.S. Postal Service (including USPS Express Mail)
- B. Express Mail/Hand Carried Bids—Users of Express Mail Services and hand carried bids.
- C. Electronic Method—Instructions for on-line bidding at <http://www.drms.dla.mil>
- D. Telegraphic Methods (Telegram/Mailgram/Facsimile)—Bids submitted by telegraphic means must be specific and must include the following information:
 - Name and title of sender, Complete firm name (if corporation),
 - Complete address and telephone number,
 - Invitation For Bid Number,
 - Item Number(s) bid on,
 - Unit price and total price,
 - INCLUDE the following statement:
 - "I agree to be bound by all the terms and conditions of this Invitation for Bid".

Bidder's Signature

20. Telephonic bids will not be accepted on this sale.

21. All bids must be addressed and mailed or delivered to:

SCO, DLA Disposition Services
 Bid Room, National Sales Office
 74 Washington Ave. N
 Battle Creek, MI 49037-3092
 Facsimile Number: (269) 961-7568

22. All payments must be addressed and mailed or delivered to:

DLA Disposition Services
 ATTN: Cashier
 74 Washington Ave. N
 Battle Creek, MI 49037-3092
 Facsimile Number: (269) 961-7314

- 23. Personal Checks:** Personal checks will be accepted for payments of debts, interest, liquidated damages, overages and storage charges, for amounts of \$25.00 or less. Make checks payable to the U.S. Treasury.
- 24. Facsimile Notification Of Award:** The bidder may request facsimile notification or award by checking the appropriated block on the Item Bid Page. When requested by the bidder, facsimile notification will be sent simultaneously with the mailing of the contract and will include the contract number and item(s) awarded.
- 25. Disposal Notification to All Purchasers and Sub-Purchasers:** The use, disposition, export and reexport of this property is subject to all applicable U.S. laws and regulations, including the Arms Export Control Act (22 CFR 2751 et seq.); the Export Administration Act of 1979 (560 U.S.C. App. 2401 et seq.); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 U.S.C. 791 et seq.) which among other things, prohibits:
- a. The making of false statements and concealment of any material information regarding the use or disposition, export or reexport of the property, and
 - b. Any use or disposition, export or reexport of the property which is not authorized in accordance with the provisions of this agreement.
- Before any export or reexport of this property is attempted, contact the Office of Defense Trade Controls, Department of State and the Bureau of Export Administration, Department of Commerce for export licensing requirements.

ADDITIONAL GENERAL INFORMATION AND INSTRUCTIONS - SEALED BID - CONTINUED**26. ENVIRONMENTAL CONSIDERATION:**

DRMS is committed to protecting the environment. It is the responsibility of this agency, as well as you, our buyers, to ensure that the sale of hazardous property, and the ultimate end use of that property, is performed in an environmentally compliant manner. As such, prior to the award of any hazardous item, each high bidders premises may be subject to an on-site inspection by a government representative.

27. MOTOR CARRIER RATING:

A motor carrier that receives a safety rating from the Federal Highway Administration of "unsatisfactory" and does not improve such safety rating to "conditional" or "satisfactory" within the prescribed regulatory period is prohibited by the Code of Federal Regulations at 49 CFR 385.13 from operating a commercial motor vehicle to transport hazardous material for which vehicle placarding is required. Any motor carrier who operates a commercial motor vehicle in violation of this prohibition may be subject to civil penalties of up to \$25,000 per violation. The assigned rating of a motor carrier may be obtained by providing the motor carrier name, principal office address and the ICC assigned docket number, or the U.S. DOT identification number to: OMC--Safety Rating, P.O. Box 13028, Arlington, VA. 22219 or by calling (703) 280-4001.

28. RESOURCE CONSERVATION AND RECOVERY ACT NOTICE

EPA Hazardous Waste Regulations, 40 CFR Part 260 et seq, published at 45 Federal Register 33063-33285, May 19, 1980, became effective on November 19, 1980. These cradle-to-grave regulations detail the responsibilities of generators, transporters, treaters, storers and disposers of hazardous waste. Civil and criminal penalties are available for noncompliance. While the material offered under this solicitation is not subject to these regulations in its present form, subsequent actions taken with regard to the material may cause a hazardous waste to come into existence. Purchaser is cautioned that he is solely responsible to ascertain the extent to which these regulations effect it and to comply therewith.

29. PRE-AWARD SURVEY

Prior to the award of a contract, the Sales Contracting Officer (SCO) or his authorized representative, will determine whether the potential Purchaser has the necessary permits/licenses, experience, organization and technical qualifications (either through its own facilities or the facilities of another firm) to handle materials of the nature offered herein and is capable of complying with all applicable Federal, State and Local Laws, Ordinances and Regulations.

30. MAINTENANCE FREE/NON-MAINTENANCE FREE BATTERIES

WARNING: Care should be taken when recycling batteries. A toxic gas that can be formed when lead-calcium and lead antimony batteries are melted down, could be fatal if inhaled.

Inspection Dates and Times

INSPECTION DATE (EXCLUDES SATURDAYS, SUNDAYS, AND FEDERAL/NATIONAL HOLIDAYS).

BEGINS: 11/30/12 8:00 A.M. TO 3:00 P.M., LOCAL TIME EXCEPT:

ITEMS(S):

HOURS:

1

07:00AM-2:30PM

Conditions of Sale (DRMS Form 83 Jan 98 Computer Generated)

The General Information and Instructions and General and Special Conditions of Sale are hereby incorporated by reference and become a part of this Invitation for Bids and any contract resulting from acceptance of bid submitted pursuant to this Invitation for Bids as fully as though such Instructions, Term and Conditions had been specifically set forth herein. The Instructions, Term and Conditions are contained in Defense Reutilization and Marketing Service pamphlet entitled *Sale by Reference - Instructions, Terms and Conditions Applicable to Department of Defense Personal Property Offered for sale by Disposition Services dated July 2012*, and may be obtained from the Disposition Services Web site, www.dispositionservices.dla.mil or upon request from the Defense Logistics Information Service Freedom of Information Office. Their address is DLIS/VSM, 74 Washington Avenue N, Suite 7, Battle Creek, MI 49037-3084.

The specific Instructions, Terms and Conditions applicable to this sale are as follows:

Disposition Services pamphlet *Sale by Reference, July 2012*:

- Part 1: **General Information and Instructions** (DRMS Form 81, Oct 93): Complete except: Paragraph 6 should read: Any sale or use tax imposed by any state, country or political subdivision will be paid by the Purchaser; delete paragraph 3.
- Part 2: **General Sale Terms and Conditions** (Standard Form 114C, Jun 86 ed., and DRMS Form 84, Oct 93). All Conditions.
- Part 4: **Special Sealed Bid Term Conditions** (Standard Form 114C-2, Jan. 70 ed). All conditions, except Article A.
- Part 5: **Additional Special Circumstance Conditions - Miscellaneous** (DRMS Form 86, Oct 93). As specified in item description.
- Part 7: **Additional Special Circumstance Conditions - Hazardous and Dangerous Property** (DRMS Form 98, Oct 93). As specified in item description.

In addition to the above, the following is also incorporated as part of this sale:

CONDITIONS OF SALE - SEALED BID - CONTINUED

Articles

Article B15: Pre-payment And Payments On Term Contracts

(a) For each line item awarded, a pre-payment of 20% of the total price estimated for a 1 year's generation is required and must be made prior to or at the time of first removal. No property will be released to the purchaser or his duly authorized agent before pre-payment has been received by the Sales Contracting Officer. The Pre-payment submitted by the Purchaser will be retained by the Government and applied against the last delivery effected under the contract.

(b) All payments, including those for storage charges, liquidated damages and interest must be in U.S. currency. Acceptable payments may be made by cash, cashier's check, certified check, traveler's check, bank draft, money order, credit card (Master Card, Visa, Discover Card, American Express) or debit card (Master Card and Visa). When a credit/debit card is used as payment, the credit card number, the name as printed on the credit card, and the expiration date must be provided. If more than one credit card is used, the bidder must identify the exact monetary amount to be applied against each credit card. **NOTE:** The maximum dollar amount allowed for credit card transaction is \$49,999. You may not split individual transaction greater than \$49,999 into two or more transactions over one or multiple days. Any attempts to do multiple transactions on the same day with the same credit card that causes the total charge to exceed the limit of \$49,999 will be rejected. There is no maximum dollar amount for debit card transactions. Bidders whose payment is accompanied by a letter of credit or who have on file an approved bid bond (SF 24 or SF 34) may make their payments by uncertified personal or company checks, but only up to an amount equal to the penal sum of their bond or the amount of their letter of credit.

(c) If for any reason, a bidder's personal or company check is not honored for payment by the payer bank upon initial presentation for payment by the processing bank, the Government may, after notifying the bidder, require the bidder to make all future payments by cash, cashier's check, certified check, traveler's check, bank draft or money order.

Article B17: Bid and Pre-Payment Evaluation (Term sales Tied to a Market)

The following market prices, as quoted at time of catalog production, will be used as a basis for evaluating percent bids to determine high bidder for items tied to a market and for computing the pre-payment on this sale.

ITEM NO.(s)	DESCRIPTION	MARKET PRICE
1	Smelters Lead Scrap, Whole Batteries	0.45000

The pre-payment will be computed by applying the percentage bid by the above stated market price, multiplied by a 1 year generation, multiplied by 20%. **EXAMPLE...** If the amount bid per pound for an item is 50% of market price and annual generation is 10,000 pounds.

SAMPLE PRE-PAYMENT COMPUTATION WITH MARKET PRICE OF \$0.05 PER (NET TON/GROSS TON/LB) AND WITH A ONE YEAR GENERATION OF 10,000 (NET TON/GROSS TON/LB).

MARKET PRICE PER POUND	\$ 0.05
PERCENT OF MARKET PRICE BID	50%
BID PRICE (LB)	0.025
ANNUAL GENERATION	10,000 LBS
PRICE FOR 1 YEAR GENERATION	\$250.00
REQUIRED PRE-PAYMENT (20% OF 1 YEAR)	\$ 50.00

Article KL: Bid Price Determination

(TERM SALES TIED TO A MARKET)

a. The publication listed below will be used as a basis for determining the bid price for each item to be included in the monthly billing statement. Billing price will be based on the highest quotation published for each item as indicated.

The market(s) listed below as quoted in the "AMERICAN METAL MARKET" Thursday Edition for the first Wednesday of each month in which deliveries are made will be applied as follows:

ITEM 1.....American Metal Market (AMM).....

b. In the event that a zero market price, a negative market price, or no market price is published as specified above, the last positive market price quoted in the publication will be used.

Article LD: Hazardous Property

(Applicable to Item(s) The Government cautions that the subject item, material, or substance, or one or more components, parts, constituents or ingredients thereof may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties. The Government assumes no liability for any damage to the property of the Purchaser, to the property of any other person, or to public property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees, or any other person subject to Purchaser's control, or to any other person including members of the general public, or for any other consequential damages arising from or incident to the purchase, use, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance. The Purchaser agrees to hold harmless and indemnify the Government for any and all costs and expenses incurred incident to any claim, suit, demand, judgment, action, debt, liability costs and attorney's fees or any other request for monies or any other type of relief arising from or incident to the purchase, use, processing, disposition, subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

(See Disposition Services pamphlet, "Sale By Reference, July 2012", Part 2, Condition No. 8, Standard Form 114C)

TIME FOR REMOVAL. The removal period is established on the basis that a written notice of award will be made within seven days after Bid Opening Date. Should the written notice of award on any item(s) not be made within that time an appropriate allowance will be made in the date of removal for such items.

Loading Legend

- | ITEM | LOCATION | LOADING LEGEND |
|------|-------------------|---------------------------|
| 1 | MCB PENDLETON, CA | IV -Other loading options |

ITEMS(S) : HOURS:
1 07:00AM-2:30PM

ITEM(S): 1
Sales term contractor is required to load. Some government sites do not have forklifts to load drums or pallets of batteries. Batteries are not always ready for shipment. Shrink wrapping and taping of battery terminals will be required at some sites. An enclosed truck will be required with lift gate wide enough to load drums and double stacked pallets of batteries. Placarding truck with hazard class 8 placards is required. A 48 hour notice is required prior to inspection and/or removal of property. PURCHASER WILL BE NOTIFIED BY THE SALES CONTRACTING OFFICER OR HIS AUTHORIZED REPRESENTATIVE WHEN REMOVAL IS REQUIRED. PROPERTY MUST BE REMOVED WITHIN FIVE (5) WORKDAYS AFTER ORAL NOTIFICATION OR SEVEN (7) WORKDAYS AFTER WRITTEN NOTIFICATION.

Change of Information Page

If you are a current bidder and any of the following information has changed, please indicate those changes below.

Your Bidder Number: 300_____

Old Information

PLEASE PRINT YOUR INFORMATION.

Last Name _____
First Name _____
Company Name _____
Attention _____
Physical Address _____ (no P.O. Box)
City _____
State _____
ZIP Code _____
Mailing Address _____
City _____
State _____
ZIP Code _____
Phone Number _(_____)_____
FAX Number _(_____)_____

New Information

PLEASE PRINT YOUR INFORMATION.

Last Name _____
First Name _____
Company Name _____
Attention _____
Physical Address _____ (no P.O. Box)
City _____
State _____
ZIP Code _____
Mailing Address _____
City _____
State _____
ZIP Code _____
Phone Number _(_____)_____
FAX Number _(_____)_____

Please submit this page with your bid.

Limited Bid Acceptance Period

Please be aware that if you indicated a limited bid acceptance period of less than 60 days, on the Sale of Government Property Item Bid and Award Page, and the Government wishes to perform an on-site inspection or pre-award survey of the premises as indicated on the Statement Of Intent Form (DRMS Form 1645). The award may not be completed on time and you may lose consideration for award.

Sale of Government Property

Item Bid and Award Page

Address your bid to: DLA Disposition Services Bid Room, National Sales Office 74 Washington Ave. N Battle Creek, MI 49037-3092 Sale No: 33-3003	Bids will be opened at: DLA Disposition Services National Sales Office 74 Washington Ave. N Battle Creek, MI 49037 Date: DECEMBER 13, 2012; 9:00 AM EST
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Bids will be publicly opened on the date and time specified, subject to:

1. TERMS AND CONDITIONS
 - ☒ General Sale Terms and Conditions, SF 114C, Jun. 86 ed.; and Special Sealed Bid Conditions, SF 114C-1, Jan. 1970 ed
 - ☒ Terms/conditions incorporated herein by reference;
 - ☒ Special terms/conditions incorporated into the Invitation for Bid;
2. PAYMENT REQUIREMENTS
 - ☒ Bidder is required to pay for any or all of the items listed on the Item Bid Page(s) at the price bid for each item, in accordance with Articles B15 & B17.

BID (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within _____ calendar days (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days) to pay for and remove the property. The total amount is \$ _____.

THE BIDDER (Check appropriate boxes)

1. ☐ has, ☐ has not, inspected the property on which the bid is submitted.
- 2a. ☐ is, ☐ is not, an individual or a small business. (See CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.)
- 2b. ☐ 25 employees or less; ☐ 100 employees or less

Complete the following only if the total amount of the bid(s) exceeds \$25,000.

- 3a. ☐ has, ☐ has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and
- 3b. ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting officer, (For interpretation of the representation, including the term "bona fide employee", see CFR, TITLE 41, SUBPART 101-45.3.)

Name and address of bidder (Street, City, State, and Zip Code) (type or print) - (MUST be the same as on envelope) Telephone number: Bidder identification no. (If applicable) 300 _____ Bidder's Tax ID or SSN _____	Signature of person authorized to sign this bid	
	Signers name and title (type or print)	Date of bid

Acceptance by the Government (This section for Government use only)

Accepted as to item(s) numbered (For acceptance information see DRMS Form 1427 attached)	United States of AmericaBy: (Contracting Officer)	Date of Acceptance
Total Amount	Contract Number(s)	Name and Title of Contracting Officer

Sale of Government Property Item Bid Page

%Bid Page

Please use this page for the following items: 1

Enter your percentage bid in the "Percent of Market Bid" column.

Item Number	Percent of Market Bid	Item Number	Percent of Market Bid	Item Number	Percent of Market Bid

NOTICE: Market bid prices received for items offered at "Unit Price Bid" will be considered "non-responsive".

☐ Bidder may request facsimile notification of award by checking this block. Your facsimile number is: _____

Bid number: (To be filled in by sales office)		Name of bidder and identification number, if applicable (type or print)
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PRIVACY ACT NOTICE

In accordance with Privacy Act (5 U.S.C 552a), the following notice is provided: The information requested on this form is collected pursuant to section 31001 of the Debt Collection Improvement Act of 1996 (Pub.L. 104-134) for purposes of collecting and reporting on any delinquent amounts arising under or relating to any contract awarded to you as a result of this sale. The information collected is mandatory. Failure to provide the information prior to contract award will result in rejection of your bid or offer. Routine uses which may be made of the collected information are as follows:

1. Disclosure where pertinent in any legal proceeding to which GSA is a party before a court or administrative body.
2. Disclosure to the Department of Justice, U.S. Attorney, or the Department of Treasury, or the Department of Treasury in a proceeding when (a) the United States, GSA, a component of GSA, or when arising from his/her employment, an employee of GSA, is party to litigation or anticipated litigation or has an interest in such litigation, and (b) GSA determines that the disclosure is relevant or necessary in the litigation.
3. Disclosure to a Member of Congress or a congressional staff member in response to any inquiry from that congressional office made on behalf of and at the request of the individual about whom the record is maintained.
4. Disclosure to any Federal agency where the debtor is employed or receiving some sort remuneration for the purpose of enabling that agency to collect a debt owed the Federal government on GSA's behalf.
5. In the event a record indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and whether arising by general statute or particular program statute or regulation, rule or order issued pursuant thereto, disclosure to the appropriate Federal agency and/or state or local agencies charged with the responsibility of investigating or prosecuting such violation or charged with enforcing or implementing the statute, rule, regulation or order.
6. Disclosure to a Federal agency in response to a request in connection with hiring or retention, the letting of a contract, or the issuing a license, grant, or other benefit.
7. Disclosure to a debt collection contractor or to other Federal agencies for the purpose of collecting and reporting on delinquent debt.
8. Disclosure for purposes of debt collection, publication or public dissemination regarding the identity of delinquent non-tax debtors and the existence of non-tax debts.
9. Disclosure to credit reporting agencies/credit bureaus for the purpose of adding to a credit history file or obtaining a credit history file or comparable credit history information for use in the administration of debt collection.
10. Disclosure to the Internal Revenue Service to: (1) obtain mailing addresses to locate a taxpayer to collect a Federal claim against the taxpayer; or (2) offset a Federal claim against a taxpayer's income tax refund.
11. Disclosure to the Internal Revenue Service and applicable state and local governments for tax reporting purposes.
12. Disclosure to banks enrolled in the Treasury Credit Card Network to collect payment or debt when the individual has given his/her credit card number for this purpose.
13. Disclosure to Treasury or other Federal agencies with which GSA has entered an agreement for debt collection cross servicing operations to satisfy, in whole or in part, debts owed the U.S. Government.
14. Disclosure to Treasury, government corporations, state or local agencies, or other Federal agencies to conduct computer matching programs to identify and locate individuals who are receiving Federal salaries or benefit payments in order to collect the debts by voluntary repayment or administrative or salary offset.
15. Disclosure to the National Archives and Records Administration for records management inspections.
16. Disclosure for any other use specified by GSA in the system of records entitled "Credit Data on individual Debtors, PPFM-7," as published in the Federal Register periodically by GSA.

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Credit Card Information

Please Note

Credit Card authorization must be received before pick up of property will be allowed, and remember fraudulent use of credit cards will result in your being recommended for debarment from the DRMS sales program.

After awards are complete, if a credit card is to be used as a payment, complete the following information and return by facsimile to (269) 961-7314.

(Please type or legibly print information)

First Name: _____ Last Name: _____

Company Name: _____

Card Holder Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____ - _____

Phone Number: _____

Master Card () Visa () Discover () American Express ()

Credit Card Number: _____

Expiration Date: Month _____ Year _____

I (we) authorize the sales contracting officer to obtain payment by credit card for:

Contract Number: _____ Item (s) _____

Amount Authorized for payment: _____

Authorized Signature

Date

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STATEMENT OF INTENT

NOTE: The bidder has a duty to demonstrate responsibility and compliance with federal, state, county, city or local environmental/safety regulations or ordinances on the use and storage of Hazardous Property (HP) to qualify for an award. The DRMS Sales Contracting Officer may use the bidder's failure to provide complete or accurate information on this basis to deny the award.

Completion of ALL information is Mandatory.

SECTION 1. BIDDER INFORMATION

If bidder is agent, check here

☐

a. NAME AND PHONE NUMBER OF PRINCIPAL

b. PRINCIPAL'S ADDRESS

c. PLEASE LIST OTHER BUSINESS OR NAMES USED BY THE PRINCIPAL BIDDER

d. NATURE OF BUSINESS

☐
☐
☐

(1) BROKER, MARKETER, RETAILER or WHOLESALER

(2) TREATMENT, STORAGE AND/OR DISPOSAL FACILITY

(3) OTHER (Specify) _____

e. INDICATE ALL RELEVANT TRAINING AND EXPERIENCE RELATED TO THE USE AND STORAGE OF HAZARDOUS PROPERTY.

BIDDER MUST INDICATE THE ITEM(S) FOR WHICH THE INFORMATION IN THIS SECTION APPLIES.

SECTION 2. DESTINATION OF PROPERTY

NOTE: LIST THE ACTUAL STREET ADDRESS WHERE THE PROPERTY IS TO BE DELIVERED. POST OFFICE BOXES ARE NOT ACCEPTABLE.

a. ☐ 1. PRINCIPAL BIDDER(S)

☐

2. OTHER (List) _____

NAME, ADDRESS AND PHONE NUMBER OF DESTINATION

EPA ID NO. AND/OR LICENSE/PERMIT(S) NO.

(Mandatory if facility is regulated by federal/state or local authorities)

TYPE(S) OF ACTIVITY DESTINATION POINT IS LICENSED/PERMITTED FOR:

b. DOES THE PRINCIPAL OWN THE STORAGE FACILITY? ☐ YES ☐ NO

IF THE STORAGE FACILITY IS NOT OWNED BY THE PRINCIPAL, PROVIDE THE NAME AND PHONE NO. OF THE OWNER AND THE RELATIONSHIP BETWEEN THE PARTIES. IF THE STORAGE FACILITY IS RENTED, DOES THE LEASE SPECIFICALLY INCLUDE THE STORAGE OF HAZARDOUS PROPERTY? ☐ YES ☐ NO IF YES, ENCLOSE A COPY OF THE LEASE AGREEMENT.

c. PROVIDE THE NAME, ADDRESS AND PHONE NO. OF THE FEDERAL/STATE ENVIRONMENTAL REGULATORY AGENCIES AND/OR NON-EMERGENCY PHONE NO. FOR THE LOCAL, STATE, COUNTY, CITY OR OTHER AGENCY THAT HAS JURISDICTION FOR FIRE/SAFETY INSPECTIONS OR WOULD RESPOND TO EMERGENCIES WHERE THE PROPERTY WILL BE STORED. FAILURE TO ACCURATELY COMPLETE THIS BLOCK WITH REQUESTED INFORMATION MAY RESULT IN YOUR BID BEING NON-RESPONSIVE AND ULTIMATELY NO AWARD. *(911 is Not Acceptable)*

d. LIST ALL FEDERAL/STATE/LOCAL ENVIRONMENTAL REGULATORY AGENCIES THAT HAVE INSPECTED THE FACILITY/BUSINESS OR THE DESTINATION SITE DURING THE PAST TWO (2) YEARS. INCLUDE THE NAME OF THE INSPECTORS, AND THE NAME, ADDRESS, AND PHONE NO. OF EACH AGENCY. FAILURE TO ACCURATELY COMPLETE THIS BLOCK WITH REQUESTED INFORMATION MAY RESULT IN YOUR BID BEING NON-RESPONSIVE AND ULTIMATELY NO AWARD.

STATEMENT OF INTENT (CONTINUED)

SECTION 3. SPECIFIC USAGE *(Insert Item Number(s) as Appropriate)*

a. AS A PURCHASER, I WILL:

- ☐ (1) RESELL ITEM(S): _____
- ☐ (2) USE ITEM AS INTENDED: _____
- ☐ (3) SCRAP ITEM(S) FOR RECOVERY OF CONTENTS: _____
- ☐ (4) RE-REFINE/REPROCESS ITEM(S) _____
- ☐ (5) OTHER *(Specify Item and Use)* _____

b. IF ITEM(S) ARE RESOLD, LIST ALL CUSTOMERS AND PROVIDE ALL APPLICABLE INFORMATION REQUESTED IN SECTION 2, PARAGRAPHS C & D OF ABOVE FOR EACH CUSTOMER. USE ADDITIONAL PAPER IF NECESSARY AND ATTACH TO THIS FORM.

SECTION 4. ACKNOWLEDGEMENTS

- a. Bidder acknowledges the responsibility to comply with ALL applicable federal/state/local laws, ordinances, and regulations with respect to processing, storing or using the material 29 CFR OSHA, transporting, handling 49 CFR and disposal of items with respect to the environment, specifically 40 CFR Part 260 et seq.
- b. Bidder acknowledges that no false statements have been made or any information concealed regarding the business, disposition of the property, or compliance history.
- c. Bidder acknowledges that sanctions may be imposed against any persons who knowingly/unknowingly violates any law relative to environmental protection, illegal transportation or storage/safety requirements/regulations or who knowingly falsifies or conceals information regarding the business, disposition, violation or use of the property and may include the denial of any future participation in the DoD Surplus Sales Program.
- d. Bidder acknowledges that the information provided in this statement will be considered a part of the bid under the IFB, and a part of the contract of sale if the bid is accepted by the United States of America.

SECTION 5. CERTIFICATION

I CERTIFY THAT ALL OF THE INFORMATION GIVEN IN THIS STATEMENT IS TRUE AND CORRECT, AND THAT I HAVE NOT KNOWINGLY OMITTED ANY ADDITIONAL INFORMATION WHICH IS INCONSISTENT WITH THIS STATEMENT. I UNDERSTAND THAT THIS STATEMENT IS INCORPORATED BY REFERENCE INTO ANY RESULTING CONTRACT OF SALE WITH THE U.S. GOVERNMENT. PRIOR TO EFFECTING ANY CHANGE OF FACT OR INTENTION FROM THAT STATED HEREIN OR IN ANY PRIOR AMENDMENT, WHETHER OCCURRING BEFORE OR AFTER THE RELEASE OF PROPERTY UNDER CONTRACT, I WILL SUBMIT A WRITTEN REQUEST FOR AMENDMENT OF THIS STATEMENT TO THE DRMS CONTRACTING OFFICER. I AGREE THAT I WILL NOT EFFECT SUCH CHANGES WITHOUT FIRST RECEIVING THE WRITTEN APPROVAL OF THE DRMS CONTRACTING OFFICER.

DATE OF SIGNING

SIGNATURE OF OFFICIAL BIDDER

PRINT OR TYPE NAME OF BIDDER

STATEMENT OF INTENT (Continued)

SECTION 6. SPECIFIC USAGE

As a purchaser, I will:

(a) Ensure that a minimum of 75% of the hazardous property purchased from DRMS will be managed by one of the following methods within 12 months of the purchase date: (Specify Item)

- ☐ (1) Resell Items:
☐ (2) Use Item as Intended:
☐ (3) Scrap Item(s) For Recovery of Contents:
☐ (4) Re-Refine/Reprocess Item(s):
☐ (5) Other (Specify Item and Use)

(b) Maintain accurate log which records management of hazardous property by one of the following methods for purchases from DRMS: (Specify Item)

- ☐ (1) Resell Items:
☐ (2) Use Item as Intended:
☐ (3) Scrap Item(s) For Recovery of Contents:
☐ (4) Re-Refine/Reprocess Items(s):
☐ (5) Other (Specify Item and Use):

(c) Provide DRMS Sales Office with a Semi-Annual Report (See section 7) June 1st and December 1st recording management of hazardous property received from DRMS by one of the following methods: (Specify Item)

- ☐ (1) Resell Items:
☐ (2) Use Item as Intended:
☐ (3) Scrap Item(s) For Recovery of Contents:
☐ (4) Re-Refine/Reprocess Items(s):
☐ (5) Other (Specify Item and Use):

NOTE:

If the conditions of these requirements are not met, DRMS will not consider releasing any further property to you until the requirements have been satisfied.

Printed Name of Buyer(s)

Signature of Buyer(s)

Date Signed

SECTION 7. SEMI-ANNUAL REPORT

a. NAME OF ITEM

b. UNIT OF ISSUE

c. QUANTITY

d. CONTRACT NUMBER(s) (provide the contract's waste form #)

e. STORAGE LOCATION

f. DATE OF REMOVAL (n/a if item stored in original location)

g. POINT OF CONTACT (POC) IF DIFFERENT FROM ORIGINAL DESTINATION:

PRINTED NAME
ADDRESSTELEPHONE NUMBER
SIGNATURE

h. IF PROPERTY IS RESOLD BUYER(s)

PRINTED NAME
ADDRESSTELEPHONE NUMBER
DRMS SALES CONTRACTOR SIGNATURE

**DEFENSE LOGISTICS AGENCY**

DLA DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK MI 49037-3092

IN REPLY
REFER TO

J-422

April 2, 2012

Dear Customers:

DLA Finance has advised DLA Disposition Services that the US Department of Treasury, Financial Management Service (FMS) has released policy statement A-2012-2 to announce upcoming changes pertaining to limitations on credit and debit card transactions.

Therefore, we are advising our sales customers of the policy changes regarding credit card payment limitations that will be effective on **June 30, 2012**. The new policy lowers the maximum dollar amount allowed for a credit card transaction to \$49,999.

Large dollar card transactions are costlier for the Federal Government than small dollar transactions. We incur a variety of fees for each transaction, the largest of which is an interchange fee based on a percentage of the dollar value of the transaction. Paying high fees for accepting credit card transactions is not in the Federal Government's best interest.

Agencies may not split individual transaction greater than \$49,999 into two or more transactions over one or multiple days. Splitting a transaction violates the credit card network and FMS rules. For a customer that attempts multiple transactions on the same day with the same credit card, those transactions that cause the total charge to exceed the limit of \$49,999 will be rejected.

This policy also eliminates the maximum dollar amount for debit card transactions. Therefore, DLA Finance will accept and process VISA/MasterCard branded Debit card for payments. Other acceptable forms of payments are cash, certified check, cashier's check, travelers check, bank draft, or money order.

Currently our DLA Finance is working with both the FMS and the Card Acquiring Service to see if any alternatives are available for our public sale buyers. In the meantime, the above policy will be implemented effective on **June 30, 2012** for the credit card transaction limitation to \$49,999.

A handwritten signature in cursive script, reading "Guy M. Stutzman".

GUY STUTZMAN
Chief, Sales Branch
Customer Support